



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Chief John George/693-8320

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO ENTER INTO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OPERATION "NO FEAR" MULTI-AGENCY VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

REPORT IN BRIEF: The Operational "No Fear" Multi-Agency Voluntary Cooperation Mutual Aid Agreement is requested by the Florida Department of Law Enforcement. The law enforcement agencies entering this agreement will be Florida Department of Law Enforcement, Broward Sheriff's Office, Florida Highway Patrol, Hollywood Police Department, Hallandale Police Department, Miramar Police Department, Cooper City Police Department, Wilton Manors Police Department, Plantation Police Department and Davie Police Department. The task force will be utilizing our existing detectives in our Special Investigative Unit. The principal goal of the task force will be the successful prosecution of perpetrators and the eradication of street level drug distribution in communities identified as having a high volume of street corner narcotics sales. The task force will have jurisdictional authority anywhere within the State of Florida, with power to enforce Florida laws while engaged in approved task force activities.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT: None

RECOMMENDATION(S):
Motion to approve resolution

Attachment(s):
Resolution
Memo of explanation
Original Agreement

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING
THE MAYOR AND THE CHIEF OF POLICE TO ENTER INTO THE
FLORIDA DEPARTMENT OF LAW ENFORCEMENT OPERATION "NO
FEAR" MULTI-AGENCY VOLUNTARY COOPERATION MUTUAL AID
AGREEMENT

WHEREAS, the Town wishes to enter into a Mutual Aid Agreement with the
Florida Department of Law Enforcement, pursuant to Florida State Statute 23.1225(3);
and

WHEREAS, the Florida Department of Law Enforcement has requested several
Police agencies to join together in a multi-jurisdictional task force intended to combat
street level narcotics sales and distribution, and related criminal violations occurring
throughout Broward County; and

WHEREAS, the members will have full jurisdictional authority anywhere
within the State of Florida, with power to enforce Florida laws while engaged in
approved task force activities; and

WHEREAS, this agreement is mutually beneficial and in the best interest of the
Town of Davie.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor and Chief of Police
to enter into the Operation "No Fear" Multi-Agency Voluntary Cooperation Mutual
Aid Agreement, which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2000

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS

DAY OF

2000

CAPT. [Signature]
6/7/00

DAVIE POLICE DEPARTMENT Inter-Office Memorandum

TO: Chief George

DATE: 05/06/00

FROM: Sgt. Vitale *af*

THRU: C.O.C.

SUBJECT: Mutual Aid Agreement with FDLE

*Approved
Process to
renewal
6/7/00*

I have spoken with Agent Gary Venema in reference to the above subject. The operation NO FEAR is an operation dealing with the sales, and distribution of street narcotics. This concept is a smaller version of S.B.D.E.U. as each agency will be responsible for their own equipment, finances, insurance, vehicles etc.. What the Task Force provides is additional man power and jurisdiction for the cases assigned or worked by the Task Force.

Our detective's duties and responsibilities will remain same as they are now. Our detectives will meet with the Task Force members twice a month and we will assist them with assigned narcotic cases. For an example, one of the narcotic problems that the group will attack is a case that Davie SIU is currently working with FDLE. This is a case that involves the dealing of Heroin in and around Davie.

If evidence is seized, the agency responsible for the case will maintain custody of the evidence.

If a case involves an item to be forfeited, FDLE will use their attorneys for the case. The profits will be distributed equitable among the agencies to the agreement and they will take into account the agencies roles in support of the efforts of the Task Force unless an alternate allocation among the parties has been agreed to.

I feel that this agreement may benefit our agency with the extended jurisdiction with cases that we would bring to FDLE. It appears that the only thing that Davie would have to provide is some man power a couple times a month.

Respectfully Submitted,

A. Vitale

Sgt. Vitale

OPERATION "NO FEAR"
MULTI-AGENCY VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional task force intended to combat street level narcotics sales and distribution, and related criminal violations occurring in Broward County, Florida, and to disrupt organizations engaging in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Florida Department of Law Enforcement to implement within the jurisdictional and other limits as noted herein the No Fear Task Force for the purposes and goals indicated.

Parties To This Agreement:

The Florida Department of Law Enforcement (FDLE),
The Broward Sheriff's Office (BSO),
The Florida Highway Patrol,
The City of Hollywood Police Department,
The City of Hallandale Beach Police Department,
The City of Miramar Police Department,
The City of Cooper City,
The City of Davie Police Department,
The City of Wilton Manors Police Department, and,
The City of Plantation Police Department,

Additional parties may, at the request of FDLE and with the approval of the other task force members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Florida Department of Law Enforcement.

TASK FORCE GOALS AND COOPERATION TO BE RENDERED:

The task force is to effect dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to the investigation of street level narcotics sales and distribution and related criminal law violations. The principal goal of the task force shall be the successful prosecution of perpetrators of such crimes, and the eradication of street level drug distribution in communities previously identified and known by law enforcement for high volume, "street corner" narcotics sales. The open sale of narcotics on street corners creates a heightened fear of crime and violence within the citizens that reside and work in these communities. Task force efforts shall include, but are not limited to, the creation of a intelligence database identifying target communities and

suspected individuals engaging in street level narcotics sales and distribution; the surveillance of those identified target areas in the communities; undercover operations designed to detect illegal narcotics activity and to identify those involved in such activity including those directing or otherwise controlling such activity; the arrest and prosecution of those involved (utilizing state and federal prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); the prosecution of regulatory and civil actions designed to end such criminal activity, as appropriate; and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities as may be required and appropriate under the Task Force's operations.

Nothing herein shall otherwise limit the ability of participating task force members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the Task Force efforts, with the operations of the Task Force being coordinated with FDLE and other Task Force members.

PROCEDURE FOR REQUESTING ASSISTANCE

Officers assigned to task force operations pursuant to this agreement who observe a violation of Florida statutes in their presence shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement.

JURISDICTION, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal site of Task Force activity shall be Broward County, Florida. Task Force members shall enjoy full jurisdictional authority anywhere within the State of Florida, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement when engaged in Task Force operations that have been approved by, and involve the Florida Department of Law Enforcement as are contemplated by this Agreement. Task Force members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved Task Force activities as stated herein. This Agreement in no way limits or changes the jurisdictional authority of party agencies who otherwise enjoy statewide jurisdiction. The parties to this Agreement recognize that any extension of jurisdictional authority beyond the bounds of their employing Agency is by reason of this Agreement and the overall supervision and authority of the Florida Department of Law Enforcement as provided by the "Florida Mutual Aid Act." Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned Agencies participating in the Task Force shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE Task Force supervisor or command designee. In any operation involving BSO and occurring within Broward County in which FDLE is not a direct participant, the FDLE Task Force supervisor may designate BSO sworn personnel to serve in a limited command role for that operation. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved as provided herein and are related to Task Force operations or have been encountered directly incident to an approved and supervised Task Force operation.

Task Force operations within Broward County under the authority of this agreement are to occur with either FDLE or Broward Sheriff's Office sworn personnel present and participating. Broward Sheriff's Office shall be provided with prior notice of any Task Force operations occurring within Broward

County. Any Task Force enforcement actions occurring outside Broward County shall involve the presence and participation of FDLE sworn personnel.

If at any time an FDLE supervisor or FDLE special agent designee(s) determines that an extra-territorial Task Force operation should be terminated, or a BSO supervisor or their designee determines that a task force operation involving BSO and occurring within Broward County should be terminated, said operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

The FDLE Task Force supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific sworn members provided by the Parties to this Agreement as such members are involved in each Task Force operation, including each operation's supervisor or designated leader. No member of the Task Force shall engage in Task Force related activities that are not approved, are unreported or otherwise unknown to the FDLE Task Force supervisor and which are not documented as provided herein.

After consultation with the Task Force committee members, FDLE may request that a particular sworn member or support person of the task force no longer be allowed to participate in the Task Force. Upon receiving the request, the employing Agency shall promptly terminate said member's participation in the Task Force. Upon the request of a participating Agency that a sworn or support member of FDLE no longer participate in the Task Force, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the Task Force. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the Task Force.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS:

No funds or other property seized by Task Force operations are to be utilized by any Task Force agency prior to successful forfeiture or, if no forfeiture is pursued, until title or interest in the funds otherwise vests in one or more Task Force agencies by operation of law. Forfeiture actions based upon seizures made by the Task Force may be pursued in either state or federal actions. Actions shall be based upon current statutory and case law. The Parties agree that FDLE, through its attorneys, will be primarily responsible under this Agreement for pursuing all Task Force forfeiture actions on behalf of all of the Parties in state court; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Task Force unless an alternate distribution allocation among the Parties has been agreed to. Any Party to this Agreement may request copies of forfeiture complaints and pleadings filed by reason of Task Force seizures and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of Task Force agency(ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the Task Force is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the Task Force, provided the property under consideration otherwise qualifies under law for such consideration.

EVIDENCE AND RECORDS:

The Parties agree that all Task Force reports and records shall be maintained by FDLE, and shall be identified as Task Force reports.

Evidence shall be seized in accordance with each task force member's agency guidelines and all evidence seized in Task Force operations shall be maintained by the participating local task force member's agency in whose jurisdiction the evidence was initially seized.

The Florida Department of Law Enforcement may at any time order a review and audit by FDLE's Inspector General's Office of Task Force operations with regard to the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the Task Force and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating party via the Party's legally vested forfeiture funds, if otherwise authorized by law. The Parties recognize that the Task Force has no independent authority to expend funds or to otherwise encumber or direct the expenditure of forfeiture funds vested in a particular Party.

Each Agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each party to adequately insure such party's liability assumed herein. But in no event shall such coverage be less than the statutory waiver of sovereign immunity. Each party agrees to provide the other parties with a copy of the respective insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a party maintains a self-insurance fund, such party agrees to provide the other parties with documentation to substantiate the existence and maintenance of such self-insurance fund.

All personnel participating in Task Force operations and the equipment utilized by such personnel as provided or assigned by the Parties to this Agreement shall be under the supervision, direction and control of a FDLE Task Force supervisor present and actually participating in Task Force operations or,

if a supervisor is unavailable to actually participate in the operation, by a Task Force team leader as designated by the supervisor. If a conflict arises between an order or direction provided by said supervisor or team leader and a Task Force member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the FDLE Task Force supervisor or team leader, and to the highest ranking FDLE member present, if that person is not the FDLE Task Force supervisor or team leader. The supervisor or team leader, in conjunction with FDLE, shall attempt to resolve the conflict in a manner to allow the Task Force operation to continue appropriately.

The Parties to this Agreement may, by a written memorandum of understanding, identify or further define particular guidelines, policies or procedures to be utilized by members of the Task Force when engaged in Task Force operations, provided same are authorized by law and do not materially alter the terms of the Agreement. In the absence of a written memorandum of understanding, the policies and procedures to be utilized by Task Force members shall be clearly identified by the FDLE Task Force supervisor present and actually participating in Task Force operations or, if a supervisor is unavailable to actually participate in the operation, by a Task Force team leader as designated by the supervisor. In no case will a Task Force member be expected or required to violate or exceed or otherwise fail to maintain restrictions or limitations imposed by law, or the member's employing Agency's rules, standards, or policies while the member engages in Task Force operations.

COMPLAINTS AGAINST TASK FORCE MEMBERS:

Whenever a complaint has been lodged as a result of Task Force efforts, a designee of the Florida Department of Law Enforcement shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Task Force participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of this Task Force is the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the Task Force are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling Task Force generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from Task Force operations are likewise to receive coordinated support efforts from Task Force members. Task Force supervisors shall monitor the efforts of Task Force members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the Task Force to assure the expected level of support from Task Force members is occurring. Failure by a member of the Task Force to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the Task Force.

COPY TO EACH PARTICIPATING TASK FORCE MEMBER:

When this Agreement is fully executed, a copy shall be provided to each Task Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Task Force members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the Florida Department of Law Enforcement and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Florida Department of Law Enforcement, Mutual Aid Coordinator, P.O. Box 1489, Tallahassee, Florida 32302-1489.

This Agreement shall remain in full force as to all participating Parties until December 1, 2001, unless earlier terminated in writing by the Florida Department of Law Enforcement as to all or separate Parties. Any party may withdraw from this Agreement upon providing written notice to FDLE and all other participating parties. This Agreement may be extended on a year-by-year basis, subject to the continuation of all terms and limitations expressed herein, by execution by the participating Parties of written notification of extension of agreement. Any written cancellation or extension shall be forwarded to FDLE at the address noted above.

For the Florida Department of Law Enforcement:

James T. Moore, Commissioner

Date

**Party's Acceptance of the June, 2000
OPERATION "NO FEAR"
MULTI-AGENCY VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the City of Davie Police Department:

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Davie Police Department.

Signature

Print or Type Name

Title:

____ Mayor

____ Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____